

FEBRUARY 19, 2008

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

| | | |
|------------------------------------|---|-------|
| TRUSTEES OF THE SUBURBAN TEAMSTERS |) | |
| OF NORTHERN ILLINOIS PENSION FUND |) | |
| AND WELFARE FUNDS, |) | |
| |) | |
| Plaintiff, |) | |
| |) | No. |
| v. |) | |
| |) | Judge |
| |) | |
| FLEET LINE TRUCKING, INCORPORATED |) | |
| an Illinois corporation, and |) | |
| DONNELL LANGSTON, Individually |) | |
| |) | |
| Defendants. |) | |

08 C 1015

JUDGE DER-YEGHIAYAN
MAGISTRATE JUDGE KEYS

COMPLAINT

Plaintiffs, TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS ("Funds"), by their attorneys, John J. Toomey, of Arnold and Kadjan, complain against Defendants, FLEET LINE TRUCKING, INCORPORATED, an Illinois corporation and DONNELL LANGSTON, Individually, as follows:

COUNT I

JURISDICTION AND VENUE

1. (a) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132 ("ERISA") and 29 U.S.C. 1145 as amended.

(b) Venue is founded pursuant to 29 U.S.C. Section 1132(e) (2) in this district, where the Fund as described in Paragraph 2, is administered.

PARTIES

2. (a) Plaintiffs are the TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS ("Funds") and have standing to sue pursuant to 29 U.S.C. 1132(a)(3).

(b) The SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE AND PENSION FUNDS have been established pursuant to collective bargaining agreement previously entered into between the International Brotherhood of Teamsters and its affiliated locals ("the Union") and Employers;

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws, and also pursuant to the terms and provisions of the Agreements and Declarations of Trust which establish the Funds.

3. (a) FLEET LINE TRUCKING, INCORPORATED, an Illinois corporation, employs persons represented by the Union and is bound to make contributions for weeks worked by all employees and upon subcontractors who perform work which would otherwise be performed by employees.

(b) FLEET LINE TRUCKING, INCORPORATED, is an Illinois corporation, with its principal place of business at Oak Park, Illinois.

(c) FLEET LINE TRUCKING, INCORPORATED, an Illinois corporation, is an employer engaged in an industry affecting commerce.

4. FLEET LINE TRUCKING, INCORPORATED, an Illinois corporation, entered into an Area Construction Agreements with Teamsters Local 179 which require contributions to the Funds for periods including June 1, 2003 through May 31, 2006 and June 1, 2006 through May 31, 2009 pursuant to 29 U.S.C. 1145.

5. Defendant, DONNELL LANGSTON (hereinafter Langston), is the President of Defendant, FLEET LINE TRUCKING, INCORPORATED.

6. Pursuant to the terms of the contract and the trust agreements establishing the Funds, Employer is required to make its books and records available to the Funds for audit.

7. The Funds have attempted to obtain the books and records of the Defendant for an audit for the period April, 2007 through January, 2008. The Funds' auditor has written and repeatedly telephoned the company and received no response.

8. Without an order directing an audit be performed and delinquencies paid thereunder, Plaintiffs are unable to fulfill their fiduciary duties under the Plan.

9. The amount presently due cannot be ascertained without an audit.

WHEREFORE, Plaintiffs pray:

A. That the Court order an audit of Defendant's books and records for the period April, 2007 through the present to determine the actual amounts due and owing.

B. That judgment be entered against the corporation and in favor of the Plaintiffs in the amount shown to be due under the audit.

C. That the Plaintiffs be awarded all relief provided for under 29 U.S.C. 1132(g)(2) including interest, 20% liquidated damages, costs and attorneys' fees.

D. That the Court enjoin the corporation from operation without making the Fund whole for its past delinquencies, and the grant of security for its current contributions.

E. Such other relief as the Court may deem appropriate..

COUNT II

1. Plaintiffs restate and reallege Paragraphs 1-5 of Count I as Paragraphs 1-5 of Count II as if fully set forth herein.

6. Pursuant to the collective bargaining agreement between FLEET LINE TRUCKING, INCORPORATED, an Illinois corporation, and the Union, FLEET LINE TRUCKING, INCORPORATED, has failed and continues to fail to make its obligated contributions to the Fund for the period April, 2006 through March, 2007, as disclosed in an audit which took place on April 13, 2007.

7. The audit disclosed \$9,524.86 due the Pension Fund and \$16,946.66 due the Welfare Fund for a total of \$26,471.52.

8. On May 13, 2007 the corporation entered into an installment note (attached as Exhibit B) with the Suburban Teamsters of Northern Illinois Pension Fund for the April, 2006 through March, 2007 contributions in the principal amount of \$9,928.11 with a balance remaining of \$3,772.20 for the payment of delinquent benefit contributions (Exhibit C).

9. On May 13, 2007 the corporation entered into an installment note (attached as Exhibit D) with the Suburban Teamsters of Northern Illinois Welfare Fund for the April, 2006 through March, 2007 contributions in the principal amount of \$17,645.58 with a

principal balance remaining of \$7,821.87 for the payment of delinquent benefit contributions (Exhibit E).

10. The notes acknowledge on their face that they are a written agreement and constitute an instrument in writing upon which contributions are due pursuant to 29 U.S.C. 1145.

WHEREFORE, Plaintiff, prays for judgment against the Defendant, FLEET LINE TRUCKING, INCORPORATED, an Illinois corporation, as follows:

A. The Court enter judgment in favor of the Plaintiff Funds and against FLEET LINE TRUCKING, INCORPORATED, an Illinois corporation, in the amount of \$11,594.07 the accelerated outstanding balances due on the Pension and Welfare installment notes Exhibits B - E).

B. The Court grant the Funds all relief permitted under 29 U.S.C. 1132(g)(2) including liquidated damages, interest and reasonable attorneys fees.

C. The Court, pursuant to the terms of the notes, grant the Funds the principal amounts of the welfare and pension notes plus interest and all reasonable costs of collection, including reasonable attorneys fees.

D. The Court grant the Plaintiff Funds injunctive relief to prevent disbursement of assets or payment of other creditors prior to payment of current delinquent and note payments.

COUNT III

DONNELL LANGSTON

1. This Count arises from a common nucleus of operative fact with Count II and is pendent thereto. This Court has supplemental jurisdiction pursuant to 28 U.S.C.

1367

2-10. Plaintiffs restate and reallege Paragraphs 1-10 of Count II as Paragraphs 2-10 of Count III as if fully set forth herein.

11. DONNELL LANGSTON signed the Welfare and Pension promissory notes individually in his personal capacity, as an additional maker on the notes (Exhibits B and D). DONNELL LANGSTON is an adult, suffers from no mental infirmities and is literate.

12. The Defendant corporation lacks the present ability to pay its fringe benefit debt and demand has been made for payment.

13. The remaining balance due the Welfare Fund on the note is \$7,821.87, plus interest and attorneys fees and cost of collection as provided in the terms of the note.

14. The remaining balance due the Pension Fund on the note is \$3,772.20 plus interest and attorneys fees and cost of collection as provided in the terms of the note.

17. DONNELL LANGSTON, Individually as co-maker and guarantor on the notes is personally liable for the debt

WHEREFORE, Plaintiffs pray for judgment against DONNELL LANGSTON, Individually as follows:

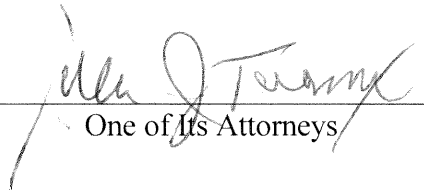
A. The Court enter judgment in favor of the Plaintiff Funds and against DONNELL LANGSTON, in the amount of \$11,594.07 the accelerated outstanding balances due on the Pension and Welfare installment notes Exhibits B - E).

B. That the Court pursuant to the terms of the promissory notes grant the Plaintiff Funds the principal amount of the note plus interest and all reasonable costs of collection including reasonable attorneys fees.

C. That the Court grant such other relief as is appropriate under the circumstances

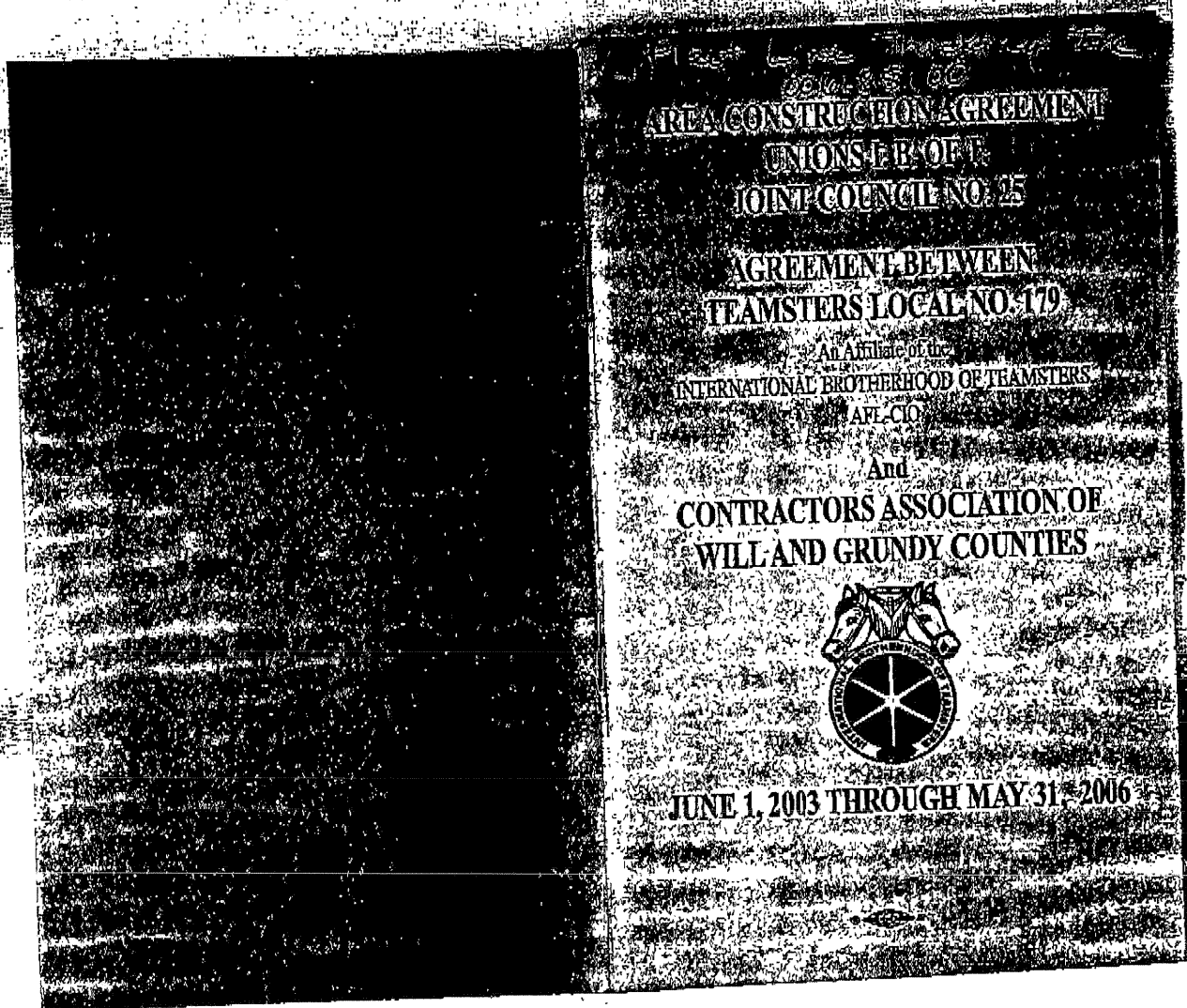
TRUSTEES OF THE SUBURBAN
TEAMSTERS OF NORTHERN
ILLINOIS WELFARE AND PENSION
FUNDS, Plaintiffs

By: _____


One of its Attorneys

John J. Toomey
ARNOLD AND KADJAN
19 West Jackson Boulevard
Chicago, Illinois 60604
(312) 236-0415

EXHIBIT A



FOR NON-ASSOCIATION EMPLOYERS

FOR TEAMSTERS LOCAL 179

BY: Thomas A. White

TITLE: President

DATE: 9-29-05

FOR THE COMPANY

COMPANY: Fleet Line Trucking

ADDRESS: 530 S Kenilworth

City

State

Zip

PHONE: 773-277-5410

FAX: _____

BY: Donnell Langston

TITLE: President / CEO

DATE: Sept. 29, 2005

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ADDENDUM 1

Michael Fisher
356-38-2150

Anthony Walker
359-50-6254

Article 6 of this Agreement

PARTY OF THE FIRST PART:

Contractors Assn. WGC
Company

By: Tana B Gray

By: _____

PARTY OF THE SECOND PART:

Teamsters Local 179
Union

By: Thomas A. White

By: _____

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JUN. 27. 2006 8:48AM

TEAMSTERS LOCAL 179

NO. 834 P. 1

AREA CONSTRUCTION AGREEMENT BETWEEN

TEAMSTERS LOCAL 179

An Affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

And
**CONTRACTORS ASSOCIATION OF
WILL AND GRUNDY COUNTIES**



JUNE 1, 2006 THROUGH MAY 31, 2009

Fleetline Trucking

JUN. 29. 2006 3:33PM

TEAMSTERS LOCAL 179

NO. 982 P. 9

| | Teamsters Local Union # 179 | | Effective 6/1/06 | Effective 6/1/06 | Effective 6/1/06 | | |
|-----------------|-----------------------------|----------|------------------|------------------|---------------------|-------------|-------------------|
| | Area Construction | | H & W | H & W | Pension | | |
| Employer Number | Agreement | Contract | Hourly | Weekly | Weekly | SOC SEC NBR | Name |
| 4197 | Crane Trucking Inc | CON | \$0.00 | \$260.00 | \$155.00 | 349-56-6198 | Crane Bradley |
| 3136 | Creative Trucking Corp | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4240 | Crystal Sewer & Water | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 1886 | D & C Trucking Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4202 | Dave McCauley & Son | CON | \$0.00 | \$260.00 | \$0.00 | 341-32-4875 | McCauley, Dave |
| 4175 | Dave McCauley & Son | CON | \$5.50 | \$0.00 | \$155.00 | 326-66-2753 | McCauley, Kyle |
| 4366 | Deb's Way Inc | CON | \$5.50 | \$0.00 | \$155.00 | | Son |
| 4108 | DMK Enterprises of Ill Inc | CON | \$0.00 | \$260.00 | \$155.00 | 033-66-2753 | Kovacevich Dan |
| 4031 | Double B Trucking Inc | CON | \$0.00 | \$260.00 | \$155.00 | | |
| 4551 | Duluth Services Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4607 | Dunn Co | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4607 | Duquendorf Transport Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4492 | E & R Hauling Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4498 | Ed Muhr Trucking LLC | CON | Term 04/06 | Term 04/06 | Term 04/06 | | Trans to LU # 786 |
| 1006 | Electric Conduit Const | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4542 | Endor Development Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4491 | Excel Management Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4030 | Ferguson Trucking | CON | Term 12/05 | Term 12/05 | Term 12/05 | | Sold truck |
| 4592 | Fleetline Trucking | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4369 | G & N Transfer | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4291 | G and L Transportation Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4084 | G M Sipes Const Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4512 | Garvey Marine Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 420 | George J Beemsterboer Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 1218 | Gould Excavating Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4093 | Greg Reford Excavating Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 1050 | H J Eppel & Co Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 4442 | H J Eppel & Co Inc | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 1220 | H. P. Graham Const. Co | CON | \$5.50 | \$0.00 | \$155.00 | | |
| 1221 | H. P. Graham Const. Co | CON | \$0.00 | \$260.00 | \$155.00 | | |
| 4434 | Haag Enterprises | CON | \$0.00 | \$260.00 | \$155.00 | | |

EXHIBIT B

INSTALLMENT NOTE-PENSION**\$9,928.11 principal and interest****May 13, 2007**

For Value Received, the undersigned promises to pay to the order of **SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS PENSION FUND** the principal sum of **Nine Thousand Five Hundred Thirty Four Dollars and 86/100 (\$9,534.86)** Dollars. The remaining unpaid principal shall bear interest at the rate of 10% per annum over the life of the note.

Employer shall make a down payment of \$2,383.71 on May 15, 2007.

Employer shall pay on the **15th** day of **June, 2007**, the sum of **Six Hundred Twenty Eight Dollars and 70/100 Dollars (\$628.70)**; on the **15th** day of each month thereafter for ten consecutive months the sum of **Six Hundred Twenty Eight Dollars and 70/100 (\$628.70)** Dollars, and a final payment of **Six Hundred Twenty Eight Dollars and 70/100 (\$628.70)** Dollars on the **15th** day of **May, 2008**.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of **18** per cent per annum. Payments of both principal and interest shall be made at **ARNOLD AND KADJAN, 19 WEST JACKSON BOULEVARD, CHICAGO, IL 60604-3958** or such other place as the legal holder hereof may from time to time in writing appoint.

EMPLOYER SHALL REMAIN CURRENT IN ITS PRESENT FUND CONTRIBUTIONS COMING DUE DURING THE TERM OF THIS NOTE. Failure to make timely monthly contribution payments and reports shall be considered a default and a basis for acceleration of the debt causing the remaining unpaid Note balance to become immediately due and payable in addition to such sums owed on the current delinquencies.

The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be due thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

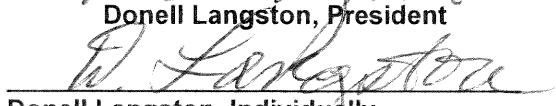
All parties hereto severally waive presentment for payment, notice of dishonor and protest.

FLEET LINE TRUCKING, INC.
an Illinois corporation

For contributions due for the
period April, 2006 through
March, 2007

By: 

Donell Langston, President


Donell Langston, Individually

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145

EXHIBIT C

Fleet Line Trucking, Inc.
 530 S. Kenilworth Avneue
 Oak Park, Illinois 60304

Suburban Teamsters
 Pension
 JJT

\$9,928.11

\$9,928.11

| DUE DATE | AMT. DUE | DATE REC. | AMT REC'D | CHECK # | BALANCE |
|-----------------|-----------------|------------------|-------------------|----------------|-------------------|
| 5/15/2007 | \$2,383.71 | 5/30/2007 | \$2,383.71 | 727 | \$7,544.40 |
| 06/15/07 | \$628.70 | 6/20/2007 | \$628.70 | 737 | \$6,915.70 |
| 07/15/07 | \$628.70 | 7/12/2007 | \$628.70 | 750 | \$6,287.00 |
| 08/15/07 | \$628.70 | 8/13/2007 | \$628.70 | 768 | \$5,658.30 |
| 09/15/07 | \$628.70 | 9/14/2007 | \$628.70 | 840 | \$5,029.60 |
| 10/15/07 | \$628.70 | 10/15/2007 | \$628.70 | 928 | \$4,400.90 |
| 11/15/07 | \$628.70 | 1/9/2008 | \$628.70 | 943 | \$3,772.20 |
| 12/15/07 | \$628.70 | | \$ 628.70 | | \$3,143.50 |
| 01/15/08 | \$628.70 | | \$ 628.70 | | \$2,514.80 |
| 02/15/08 | \$628.70 | | \$ 628.70 | | \$1,886.10 |
| 03/15/08 | \$628.70 | | \$ 628.70 | | \$1,257.40 |
| 04/15/08 | \$628.70 | | \$ 628.70 | | \$628.70 |
| 05/15/08 | \$628.70 | | \$ 628.70 | | \$0.00 |
| | | | | | |
| | | | | | |

EXHIBIT D

INSTALLMENT NOTE-WELFARE**\$17,645.58 principal and interest****May 13, 2007**

For Value Received, the undersigned promises to pay to the order of **SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE FUND** the principal sum of **Sixteen Thousand Nine Hundred Forty Six Dollars and 66/100 (\$16,946.66)** Dollars. The remaining unpaid principal shall bear interest at the rate of 10% per annum over the life of the note.

Employer shall make a down payment of \$4,236.66 on May 15, 2007.

Employer shall pay on the **15th** day of **June, 2007**, the sum of **One Thousand One Hundred Seventeen Dollars and 41/100 Dollars (\$1,117.41)**; on the **15th** day of each month thereafter for ten consecutive months the sum of **One Thousand One Hundred Seventeen Dollars and 41/100 (\$1,117.41)**, and a final payment of **One Thousand One Hundred Seventeen Dollars and 41/100 (\$1,117.41)** Dollars on the **15th** day of **May, 2008**.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of **18** per cent per annum. Payments of both principal and interest shall be made at **ARNOLD AND KADJAN, 19 WEST JACKSON BOULEVARD, CHICAGO, IL 60604-3958** or such other place as the legal holder hereof may from time to time in writing appoint.

EMPLOYER SHALL REMAIN CURRENT IN ITS PRESENT FUND CONTRIBUTIONS COMING DUE DURING THE TERM OF THIS NOTE. Failure to make timely monthly contribution payments and reports shall be considered a default and a basis for acceleration of the debt causing the remaining unpaid Note balance to become immediately due and payable in addition to such sums owed on the current delinquencies.

The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be due thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

FLEET LINE TRUCKING INC.
an Illinois corporation

For contributions due for the
period April, 2006 through
March, 2007

By:

Donnell Langston
Donell Langston, President
Donnell Langston
Donell Langston, Individually

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145

EXHIBIT E

Fleet Line Trucking, Inc.
530 S. Kenilworth Avenue
Oak Park, Illinois 60304

Suburban Teamsters
Welfare
JJT

\$17,645.58

\$17,645.58

| DUE DATE | AMT. DUE | DATE REC. | AMT REC'D | CHECK # | BALANCE |
|-----------|------------|------------|-------------|---------|-------------|
| 5/15/2007 | \$4,236.66 | 5/30/2007 | \$4,236.66 | 726 | \$7,544.40 |
| 06/15/07 | \$1,117.41 | 6/20/2007 | \$1,117.41 | 736 | \$13,408.92 |
| 07/15/07 | \$1,117.41 | 7/12/2007 | \$1,117.41 | 749 | \$12,291.51 |
| 08/15/07 | \$1,117.41 | 8/13/2007 | \$1,117.41 | 772 | \$11,174.10 |
| 09/15/07 | \$1,117.41 | 9/14/2007 | \$1,117.41 | 839 | \$10,056.69 |
| 10/15/07 | \$1,117.41 | 10/15/2007 | \$1,117.41 | 927 | \$8,939.28 |
| 11/15/07 | \$1,117.41 | 1/9/2008 | \$1,117.41 | 942 | \$7,821.87 |
| 12/15/07 | \$1,117.41 | | \$ 1,117.41 | | \$6,704.46 |
| 01/15/08 | \$1,117.41 | | \$ 1,117.41 | | \$5,587.05 |
| 02/15/08 | \$1,117.41 | | \$ 1,117.41 | | \$4,469.64 |
| 03/15/08 | \$1,117.41 | | \$ 1,117.41 | | \$3,352.23 |
| 04/15/08 | \$1,117.41 | | \$ 1,117.41 | | \$2,234.82 |
| 05/15/08 | \$1,117.41 | | \$ 1,117.41 | | \$1,117.41 |
| | | | | | \$0.00 |
| | | | | | |